

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission  
RAIL SAFETY SECTION

## DOCKETED


8. That in order to further promote public safety, the operation of the existing automatic flashing lights and gates at the Dugan Road at-grade crossing need to be interconnected with the operation of the proposed traffic control signal system at the U.S. Route 30 and Dugan Road intersection.
9. Furthermore, that the minimum simultaneous preemption time provided by BNFS to the Department for the proposed traffic signal preemption sequence at the Dugan Road at-grade crossing should be 25 seconds based on the proposed traffic signal timing sequence delineated in the table attached hereto and marked as Exhibit 2.
10. That the parties have executed an Agreement addressing all of the changes and improvements proposed in the Petition. A copy of said Agreement is attached hereto and marked as Exhibit 3.
11. That the Illinois Commerce Commission has jurisdiction to approve and order the requested changes pursuant to the Illinois Commercial Transportation Law (625 ILCS 5/18C-7401) and the Illinois Administrative Code (92 Ill. Adm. Code 1535 et seq).

NOW, THEREFORE, petitioner, Illinois Department of Transportation, prays that the Illinois Commerce Commission order, in accordance with its authority, the following:

- A. That an Order be entered approving and authorizing the work in the Department's Petition.
- B. That the Order be in accordance with the terms of the Agreement entered into between the parties.
- C. That the Agreement entered into between the parties be incorporated into the Order by reference and be a part of said Order as of fully set out therein.

Respectfully submitted,  
ILLINOIS DEPARTMENT OF TRANSPORTATION

By: Jim Ryan  
Attorney General

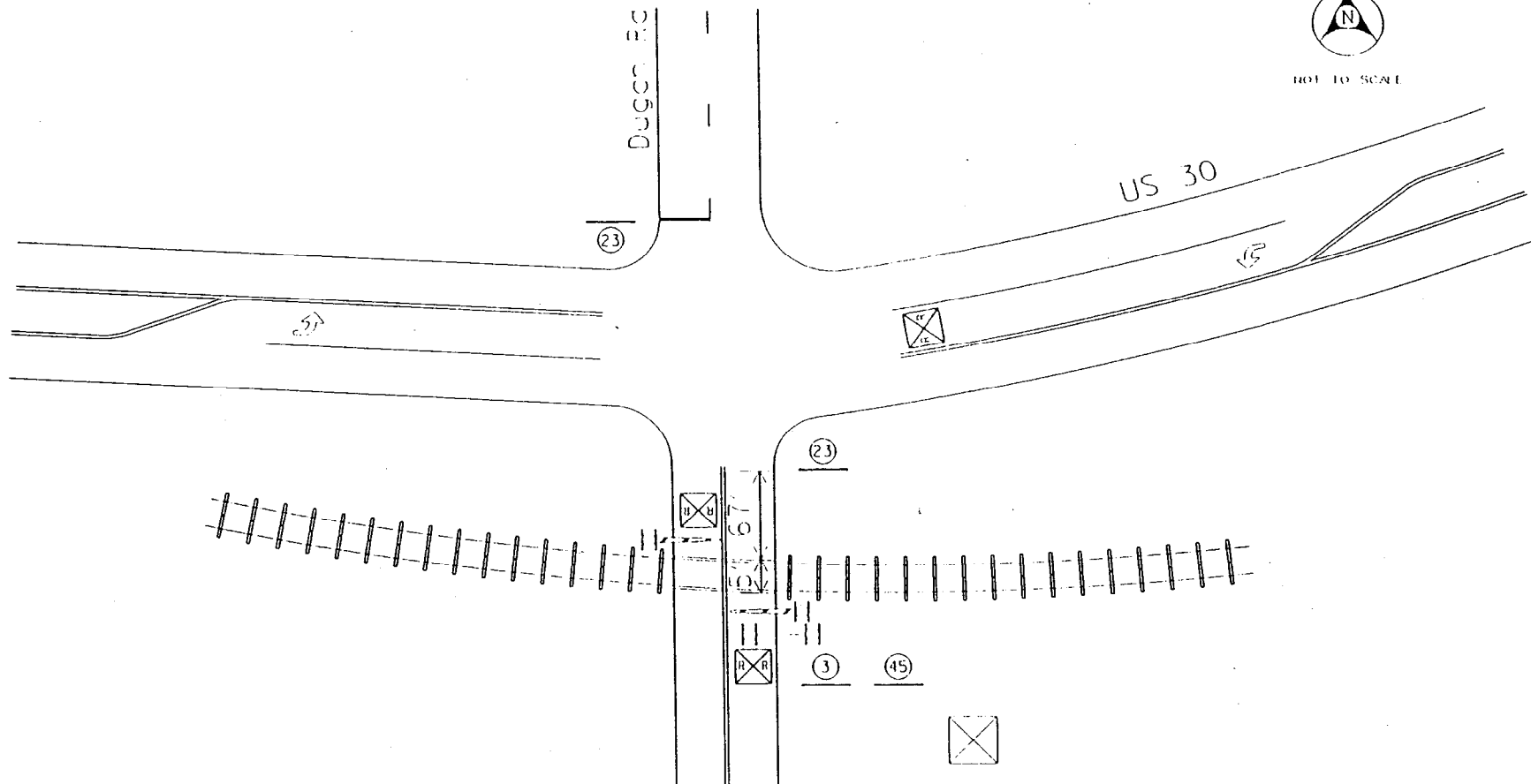
  
Stacey C. Holló *FD*  
Special Assistant Attorney General

Dated March 16, 2001

Illinois Department of Transportation  
2300 South Dirksen Parkway, Room 311  
Springfield, Illinois 62764  
Telephone (217) 782-3215



NOT TO SCALE



# LEGEND

- RAILROAD CROSSING GATE
- EXISTING TRAFFIC SIGNAL
- PROPOSED TRAFFIC SIGNAL
- TRAFFIC SIGNAL CONTROLLER
- PRE-EMPTION BLANK-OUT SIGN
- RAILROAD BUNGALOW
- RAILROAD PEDESTRIAN CROSSING GATE
- PEDESTRIAN PLATFORM
- RAILROAD CROSSING LIGHT CANTILEVER
- DEPOT

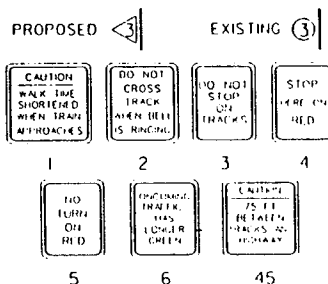


EXHIBIT # 1  
EXISTING CONDITIONS

## US 30 @ Dugan

### PROPOSED MINIMUM PREEMPTION TIME

	TIME NEEDED
Delay	1
Minimum Green (sec)	1
Yellow Interval (sec)	4.5
All Red Interval (sec)	2.0
Time Before NB Dugan Rd. Receives the Green Interval (sec) (subtotal)	8.5
Track Clearance (sec)	16.5
Min. RR Warning Time Required (Total seconds)	25

THIS AGREEMENT made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, hereinafter referred to as the "COMPANY",

W I T N E S S E T H:

THAT, WHEREAS, Dugan Road, as located and constructed immediately south of its intersection with FAP Route 573 (U.S. Route 30) at the Village of Sugar Grove, Kane County, Illinois, there crosses at grade the single mainline track of the COMPANY, and the crossing the formed (DOT/AAR No. 069 728S) is constructed of prefabricated concrete materials and protected by cantilever flashing light signal and gate units automatically controlled by track circuitry; and

WHEREAS, the STATE proposes to improve the intersection of FAP Route 573 (U.S. Route 30) with Dugan Road by widening and resurfacing the pavements to add turning lanes and to install traffic control signals at the intersection which will be interconnected to the railroad warning devices; and

WHEREAS, in the interest of public safety and convenience, the parties hereto propose (1) to lengthen the grade crossing proper to accommodate the widened highway, (2) to relocate and/or replace the railroad warning devices to accommodate the widened highway, and (3) to interconnect the railroad warning devices with the proposed highway traffic control signals, all as shown on the of the general plan sheets marked Exhibits 1, 2, 3, 4, 5, and the preliminary traffic signal plans marked Exhibit 6 (8 sheets) attached hereto and made a part hereof; and

WHEREAS, the work herein proposed to be completed by the COMPANY shall be completed with the construction staging depicted on Exhibits 3, 4 and 5; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained, the parties hereto agree as follows:

SECTION 1. The "Standard Provisions for State-Railroad Grade Crossing Agreements" (Provision 5 shall not be applicable) and the "Illinois Procurement Code Ethical Standards" (Attachment A) attached hereto are hereby made part of this Agreement.

SECTION 2. By separate document, arrangements are being made for the COMPANY to convey to the STATE the property rights necessary to construct the improvement as herein proposed.

SECTION 3. The COMPANY shall prepare the detailed circuit drawings (including the surveys and other engineering services), estimates of cost, and any required specifications for the installation of the flashing light signals and gates and their operating circuits, and these drawings, estimates and specifications shall be transmitted to the STATE for approval. No approved drawing or specification shall be changed by the COMPANY without written consent by the STATE'S authorized representative.

SECTION 4. The parties hereto shall construct or cause to be constructed, the following items of work:

- (I). WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, at the expense of the STATE, all of the labor, materials and work equipment required to perform and complete:
  - (a). The preparation of the detailed circuit drawings, estimate and specifications as outlined in Section 3 hereof.
  - (b). The installation, relocation, and removal of a temporary flashing light signal and gate unit as required by the construction staging indicated on Exhibits 3, 4 and 5.
  - (c). The relocation of the gate arm unit located in the southeast quadrant of the crossing to a point 12 feet from the centerline of track and 8'-3" outside the edge of pavement, all as shown on Exhibits 1 and 2.

- (d). The replacement of the cantilever flashing light signal unit located in the southeast quadrant of the crossing with a new unit consisting of one-way flashing lights mounted at standard height on the mast and back-to-back flashing lights mounted at the end of a 26-foot cantilever arm, all as shown on Exhibits 1 and 2. The unit shall be located 8'-3" from the edge of pavement.
- (e). The replacement of the combination cantilever signal and gate arm unit located in the northwest quadrant of the crossing with a new combination cantilever signal and gate arm unit with back-to-back flashing lights mounted at standard height on the mast and back-to-back flashing lights mounted at the end of a 24-foot cantilever arm, all as shown on Exhibits 1 and 2. The mast shall be located 12 feet from the centerline of track and 4'-3" back of the face of curb.
- (f). The connection of the interconnection cable to the COMPANY's instrument house.
- (g). The providing to the STATE of all pertinent documents and circuit plans appropriate for the interconnection to provide a minimum of 25 seconds of simultaneous preemption time.
- (h). The lengthening of the existing prefabricated concrete grade crossing to extend to the back or curb line extended on the west side of Dugan Road and to extend to a point located 8 feet outside the edge of pavement on the east side of Dugan Road, all as shown on Exhibits 1 and 2.
- (i). Incidental work necessary to complete the items hereinabove specified.

The estimated cost of the work to be performed by the COMPANY at the expense of the STATE as outlined above is \$333,137.00, as contemplated by the detailed estimate of cost attached hereto.

(II). WORK BY THE STATE. The STATE shall furnish or cause to be furnished, at its expense, all of the labor, materials and work equipment required to perform and complete:

- (a). The widening and resurfacing of the highways as required for the improvement of the intersection of FAP Route 573 (U.S. Route 30) with Dugan Road.
- (b). The installation of the proposed traffic control signals, including:
  - (1). the installation, by jacking, of a 4-inch conduit and traffic signal wiring under the track at the location shown on Exhibit 6, and the installation of the interconnection cable between the traffic signal controller and the railroad warning device instrument case, and
  - (2). the mounting of traffic control signal heads on the COMPANY'S cantilever signal unit located in the southeast quadrant of the crossing as shown on Exhibit 6.
- (c). The providing of final traffic signal circuit plans to the COMPANY.
- (d). Incidental work necessary to complete the items hereinabove specified.

SECTION 5. The COMPANY will petition the Illinois Commerce Commission in accordance with 92 Illinois Administrative Code 1535 to take jurisdiction in this matter and to enter such orders as may be necessary.

SECTION 6. The STATE shall require its contractor(s) to perform his/her (their) work in accordance with the "Standard Specifications for Road and Bridge Construction" adopted January 1, 1997, and the "Supplemental Specifications" in effect on the date of invitation for



bids. A single Railroad Protective Liability Insurance policy, naming the COMPANY, shall be carried in limits of \$2,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$6,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart A (23 CFR 646A).

Flagging bills may be presented by the COMPANY to the STATE'S contractor on a monthly basis with a final bill presented in a timely manner after completion of the project. The COMPANY will thereupon receive prompt payment from the contractor who will be reimbursed by the STATE in accordance with the Standard Specifications, supplements or revisions thereto and/or any applicable special provisions.

SECTION 7. Upon the completion of the work herein contemplated, the COMPANY shall operate and maintain, at its expense, the warning devices and the grade crossing proper, and the STATE shall maintain, or cause to be maintained, the highway up to the ends of the track ties.

The STATE shall operate and maintain, at its expense, the highway traffic control signal installation, including the cable between the traffic signal controller and the railroad warning device instrument case and the traffic control signal heads mounted on the COMPANY'S cantilever signal unit. Each party shall notify the other party, in writing of any contemplated changes to its signal system which may affect the inter-connection/pre-emption. No such changes shall be implemented by the requesting party prior to receiving written approval from the other party.

SECTION 8. The STATE agrees to contract with a private company or companies to perform the installation, maintenance and repair work for the traffic signals and traffic signal circuitry to be located on the existing/new railroad cantilever structure located in the southeast quadrant of the crossing or otherwise located on the COMPANY'S property as described in Section 4 (II) and Section 7 of this Agreement.

The STATE agrees to have the traffic signal heads installed and maintained from a bucket truck and the STATE shall prohibit its employees and/or contractor(s) from climbing onto the existing/new cantilever structure and the STATE and its contractor(s) shall specifically be prohibited from hanging, suspending or affixing any other additional signs, lights or other object from the existing/new railroad cantilever structure.

SECTION 9. In the event the existing or new railroad cantilever located in the southeast quadrant of the crossing requires replacement for whatever reason, the cost of any such replacement, including but not limited to the cost of materials and installation, shall be apportioned 50% STATE – 50% COMPANY

SECTION 10. The STATE shall require its contractor(s) to execute a Right of Entry Agreement in the form attached hereto as Exhibit A, before entering onto the COMPANY's property to perform any and all construction, maintenance, repair of any of the STATE's improvements identified in Section 4 (II) and Section 7 of this Agreement.

SECTION 11. Obligations of the STATE under this AGREEMENT shall cease immediately without penalty or payment should the Illinois General Assembly or the federal funding source fail to appropriate or otherwise make available funds for this project.

SECTION 12. Under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 41-6034000 and the COMPANY is doing business as a corporation.

SECTION 13. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the dates below indicated.

Executed by the COMPANY, this 3<sup>rd</sup>  
day of, January 2001.

Attest. *Witness:*

Jill Scheffler

APPROVED TO FORM 11/19/01  
W. H. H.

Attorney for Northern Santa Fe Law Department

Executed by the STATE, this 8<sup>th</sup>  
day of, March 2001.

THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY,

By [Signature]  
Asst Vice President System Engineering

STATE OF ILLINOIS, acting by and through  
its Department of Transportation,

By [Signature]  
Director of Highways

MLP:C:\s\gen\wpdocs\agreement\400718a.doc

THE STATE OF ILLINOIS	
By the Department of Transportation	
By	<u>[Signature]</u> Secretary
By	<u>[Signature]</u> Director - Finance & Administration
By	<u>[Signature]</u> Chief Counsel